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December 9, 2016

Via US FIRST CLASS MAIL and
CERTIFIED, RETURN RECEIPT

Patrick Milligan
18615 Detroit Avenue
Suite 201
Lakewood, OH 44107

In Re: Elite Restaurant Group, LP v. Patrick Elliott, *et al.*
United States District Court for the Northern District of Ohio, Eastern Division,
Case No.: 1:16 CV 1213
Our File Number: 16-2805

FOR SETTLEMENT NEGOTIATION PURPOSES ONLY

Dear Mr. Milligan:

Pursuant to our discussions, and in hopes of resolving the instant dispute, the following constitutes a settlement proposal. As noted above, please be advised that the stipulations contained herein are solely for settlement purposes and accordingly: cannot be used substantively; does not constitute a firm offer; cannot be used at the time of trial; and Elite Restaurant Group, LP ("Elite") reserves all rights regarding rescission and alteration.

For the purposes of resolving and settling the above-captioned matter, Elite requests the following:

1. a proposal, by your clients, regarding the payment of arrearages corresponding to the prior use of the Suite of Damon's Registered Marks. Elite seeks arrearages corresponding to four percent (4%) of the monthly total gross sales derived from your client's unauthorized operations at the Middleburg Operation and Sandusky Operation from the initiation of the unauthorized acts to now (as noted within the Declaration of Michael Rusnock of August 29, 2016, four percent [4%] of the monthly total gross sales is the standard royalty or licensing fee imposed on all valid franchisees).

EXHIBIT "J"

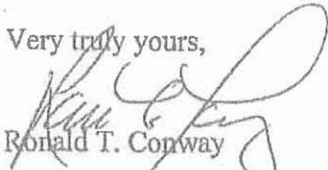
2. the completion and provision of the previously provided Franchise Questionnaire;
3. the execution of Damon's standard Franchise Agreement for the Suite of Damon's Registered Marks;
4. your clients agreeing to abide by Damon's standard rules or procedures regarding food product, advertising and servicing established for all valid franchisees, as stipulated within the aforementioned Franchise Agreement.
5. the provision of sales reports since initiation of the Middleburg Operation and Sandusky Operation and your clients continual provision of sales reports once established as a valid franchisee.

Please note that the effectuation of stipulations 2 through 4 are conditional on your clients agreeing to comply with stipulation 1. In other words, only upon your clients agreeing to effectuate arrearage payments corresponding to the prior use of the Suite of Damon's Registered Marks, will your clients be permitted to advance through the franchisee process and become a valid franchisee.

Please review and do not hesitate to contact me with any questions or concerns.

I look forward to your response.

Very truly yours,


Ronald T. Conway

CC: Unique Ventures Group, LLC
The Honorable Chief Judge Solomon Oliver, Jr.